

EXHIBIT A

LEGAL ZOOM

Talk soon,
Filipe




Miles Annin  • 4:34 PM



Perfect -- just booked some time for this Friday; I've also included my colleague, Lucas Lorenzo. Looking forward to connecting!



Filipe Senna  (He/Him) • 6:15 PM

Perfect, see you both then!



Would you be interested in a quick intro call over the next couple of weeks? Happy to work around your schedule -- let me know what works best for you.

Thanks so much,
Miles
mannin@legalzoom.com



Filipe Senna  (He/Him) • 4:20 PM



Hey, Miles - nice to meet you and happy to connect: <https://calendly.com/filipesenna/30min>



30 Minute Meeting - Filipe Senna
calendly.com

Feel free to schedule a time directly in my agenda.

Talk soon,
Filipe





Miles Annin  · 1st
Corporate Development at LegalZoom

APR 29



Miles Annin  · 1:30 PM

Firstbase <> LegalZoom

Hi Filipe,

My name is Miles Annin and I'm a principal on the corporate development and partnerships team here at LegalZoom. Firstbase has surfaced in a couple discussions with our team and I would love to connect / share notes and see if there are potential opportunities to work together.

Would you be interested in a quick intro call over the next couple of weeks? Happy to work around your schedule -- let me know what works best for you.





Filipe Senna <filipe@firstbase.io>

Firstbase <> LegalZoom

5 messages

Filipe Senna <filipe@firstbase.io>

Mon, May 5, 2025 at 2:26 PM

To: [REDACTED]

Hey, Lucas and Miles - it was great meeting you last Friday.

After speaking with Mark (CEO), we would love to explore the acquisition angle you mentioned over the call.

I sent over an NDA and am happy to share more over a second call: <https://calendly.com/filipesenna/30min>

Do you have 30 minutes this week?

Best,

--

Filipe Senna
COO



Lucas Lorenzo [REDACTED]

Mon, May 5, 2025 at 4:48 PM

To: Filipe Senna <filipe@firstbase.io>

Cc: [REDACTED]

Felipe, thanks so much for the call last week! Great to meet you. It would be great to continue the dialogue, but as we're thinking about sequencing our pipeline on our side we'd like to wait until the end of June / July for after the hearings and decision for your trial. We wouldn't be able to get attention on the opportunity internally with that ongoing. Let's plan to reconnect then and we can pick the dialogue back up. Let us know if you have any questions, thank you!

Lucas

[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>

Tue, May 6, 2025 at 9:45 AM

To: Lucas Lorenzo [REDACTED]

Cc: [REDACTED]

Hey, Lucas - thanks for getting back to me so quickly.

When buying a company under Chapter 11, you are purchasing it free from any liability, so that it would be unrelated to the outcome of the appeal. Also, we are under our exclusivity period to file a plan, which may benefit you.

I can share more in a quick call.

Best,

[Quoted text hidden]

Lucas Lorenzo [REDACTED]

Wed, May 7, 2025 at 7:12 PM

To: Filipe Senna <filipe@firstbase.io>

Cc: [REDACTED]

Hey Felipe, thanks for the follow-up note. Let's plan on a touch-base in late June / July since I don't think I'd be able to get attention on the opportunity in the meantime with other competing priorities Miles and I are juggling. Thanks for understanding, we'll reach back out.

Lucas

[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>

Thu, May 8, 2025 at 2:40 PM

Hey, Lucas - got it!

Let's definitely circle back then - but, for transparency purposes, things are moving faster on our end, and we expect to have a couple of letters of intent before the end of June.

Best,

[Quoted text hidden]

NORTHWEST REGISTERED AGENT LLC



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Legal Northwestregisteredagent.com <[REDACTED]>

Fri, May 16, 2025 at 4:03 PM

To: Filipe Senna <filipe@firstbase.io>

Cc: Mark Milastsivy <mark@firstbase.io>

Hello Mr. Senna,

Thank you for sending over the NDA. Upon review there are few changes I've suggested prior to execution. Please feel free to review. If you are okay with the changes I'd be happy to finalize and execute.

Kind Regards,

Bryce

From: "Filipe Senna" <filipe@firstbase.io>

To: "Legal Northwestregisteredagent.com" <[REDACTED]>

Cc: "Mark Milastsivy" <mark@firstbase.io>

Sent: Friday, May 16, 2025 10:09:31 AM

[Quoted text hidden]

[Quoted text hidden]



2025.05.16 - Firstbase _ Northwest (Redline).docx

14K



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Legal Northwestregisteredagent.com [REDACTED]

Fri, May 16, 2025 at 5:53 PM

To: Filipe Senna <filipe@firstbase.io>

Cc: Mark Milastsivy <mark@firstbase.io>

Received.

Does next Wednesday May 21, 2025 at 1pm work?

If that is agreeable, we can use the following link: <https://meet2.corporatetools.com/FirstbaseMeeting>

Please let me know.

Thanks,

Bryce

From: "Filipe Senna" <filipe@firstbase.io>

To: "Legal Northwestregisteredagent.com" <[REDACTED]>

Cc: "Mark Milastsivy" <mark@firstbase.io>

Sent: Friday, May 16, 2025 2:35:58 PM

[Quoted text hidden]

[Quoted text hidden]



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Dawn Kirby <dkirby@kacllp.com>

Tue, May 13, 2025 at 5:07 PM

To: Filipe Senna <filipe@firstbase.io>, Mark Milastsiv <mark@firstbase.io>

Cc: Dana Brescia <dbrescia@kacllp.com>, Khyati Tuli <ktuli@kacllp.com>

Mark and Philipe, I received the inquiry below from Northwest Registered Agent regarding an acquisition of Firstbase.io assets. Below is my proposed response. Please approve or in the alternative provide me with an alternative response. – Dawn

Dear Mr. Myrvang,

At this time there is no intention to sell assets. I will keep your inquiry on file in the event the situation changes.

Regards,

Dawn Kirby

DAWN KIRBY, ESQ.



700 POST ROAD, SUITE 237

SCARSDALE, NEW YORK 10583

(914) 401-9500 MAIN

(914) 401-9501 DIRECT

(203) 969-4554 MOBILE

From: [REDACTED]
Sent: Tuesday, May 13, 2025 2:40 PM
To: Dawn Kirby <dkirby@kacllp.com>
Subject: Re: Firstbase.io, Inc. Inquiry

Dear Ms. Kirby,

I hope this message finds you well. I am reaching out to you regarding the bankruptcy proceedings of [Firstbase.io](https://firstbase.io), Inc., on behalf of Northwest Registered Agent, of which your client has utilized our services in the past.

Given our shared industry focus, Northwest Registered Agent is keenly interested in exploring potential opportunities to acquire assets that may become available for sale as part of the bankruptcy process. I would be grateful if you could contact me should any assets be identified for disposition. Please feel free to reach out via email at [REDACTED] or by phone at (208) 618-2758 to discuss any such opportunities or to provide further details about the process.

We greatly appreciate your time and expertise in handling this matter and look forward to the possibility of collaborating in a professional and mutually beneficial way. Thank you for considering this request, and please don't hesitate to contact me if you need additional information.

Warm regards,

Bryce Myrvang

Counsel

Northwest Registered Agent

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Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Legal Northwestregisteredagent.com <[REDACTED]>

Fri, May 16, 2025 at 4:39 PM

To: Filipe Senna <filipe@firstbase.io>

Cc: Mark Milastsivy <mark@firstbase.io>

Changes have been accepted and signed. Please send over the fully executed copy once complete and I will confirm a day and time to meet next week.

Thanks,

Bryce

From: "Filipe Senna" <filipe@firstbase.io>

To: "Legal Northwestregisteredagent.com" <[REDACTED]>

Cc: "Mark Milastsivy" <mark@firstbase.io>

Sent: Friday, May 16, 2025 1:08:58 PM

[Quoted te t hidden]

[Quoted te t hidden]



2025.05.16 - Firstbase _ Northwest (Signed).pdf

61K



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Legal Northwestregisteredagent.com [REDACTED]

Fri, May 16, 2025 at 12:31 PM

To: Filipe Senna <filipe@firstbase.io>
Cc: Mark Milastsivy <mark@firstbase.io>

Hello Mr. Senna,

Thank you for reaching out. We would be happy to set something up for next week. I saw reference to both an NDA and some meeting time slots, unfortunately it does not appear that either of those are included in your communication.

I happy to provide our standard NDA and provide some available times next week if that would be easier.

Please let me know.

Thank you.

Kind Regards,

Bryce

From: "Filipe Senna" <filipe@firstbase.io>

Cc: "Legal Northwestregisteredagent.com" [REDACTED], "Mark Milastsivy" <mark@firstbase.io>

Sent: Friday, May 16, 2025 8:02:19 AM

Subject: Re: Firstbase.io, Inc. Inquiry

Moving Dawn to bcc

Dear Mr. Myrvang,

It is nice to meet you. I am Filipe, the COO at Firstbase. Do you have time to connect today or earlier next week? Let me know which slots work for you, and we can be flexible from our side.

I've sent over an NDA so I can share more details with you over the call.

Best,

On Fri, May 16, 2025 at 9:12AM Dawn Kirby <dkirby@kacllp.com> wrote:

Dear Mr. Myrvang,

You sent me the inquiry below concerning Firstbase.io, Inc. SDNY Chapter 11 Case # 24-11647 (ljb). Copied above is the president of the company, Mark Milastsivy. Mr. Milastsivy is interested in having a conversation with you. I will leave it to the two of you to make arrangements.



700 POST ROAD, SUITE 237

SCARSDALE, NEW YORK 10583

(914) 401-9500 MAIN <https://br.linkedin.com/in/filipesenna/pt>

(914) 401-9501 DIRECT

(203) 969-4554 MOBILE

From: [REDACTED]
Sent: Tuesday, May 13, 2025 2:40 PM
To: Dawn Kirby <dkirby@kacllp.com>
Subject: Re: Firstbase.io, Inc. Inquiry

Dear Ms. Kirby,

I hope this message finds you well. I am reaching out to you regarding the bankruptcy proceedings of [Firstbase.io](https://www.firstbase.io), Inc., on behalf of Northwest Registered Agent, of which your client has utilized our services in the past.

Given our shared industry focus, Northwest Registered Agent is keenly interested in exploring potential opportunities to acquire assets that may become available for sale as part of the bankruptcy process. I would be grateful if you could contact me should any assets be identified for disposition. Please feel free to reach out via email at [REDACTED] or by phone at (208) 618-2758 to discuss any such opportunities or to provide further details about the process.

We greatly appreciate your time and expertise in handling this matter and look forward to the possibility of collaborating in a professional and mutually beneficial way. Thank you for considering this request, and please don't hesitate to contact me if you need additional information.

Warm regards,

Bryce Myrvang

Counsel

Northwest Registered Agent

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[Quoted te t hidden]



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 1:09 PM

To: "Legal Northwestregisteredagent.com" <[REDACTED]>

Cc: Mark Milastsivy <mark@firstbase.io>

Hello, Mr. Myrvang,

I've sent the NDA to legal@northwestregisteredagent.com via DocuSign. I am also attaching the PDF here for reference.

For next week, I am free any day from 1 to 2 pm ET. Happy to be flexible based on your availability as well.

Best,

[Quoted text hidden]



Firstbase _ Northwest.pdf
81K



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 11:02 AM

Cc: [REDACTED] Mark Milastsivy <mark@firstbase.io>

Bcc: Dawn Kirby <dkirby@kacllp.com>, Khyati Tuli <ktuli@kacllp.com>

Moving Dawn to bcc

Dear Mr. Myrvang,

It is nice to meet you. I am Filipe, the COO at Firstbase. Do you have time to connect today or earlier next week? Let me know which slots work for you, and we can be flexible from our side.

I've sent over an NDA so I can share more details with you over the call.

Best,

[Quoted text hidden]

--

Filipe Senna

COO

firstbase



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 5:35 PM

To: "

Cc: Mark Milastsivy <mark@firstbase.io>

Please find it attached. I am looking forward to meeting you. Let me know once you confirm the schedule.

Best,

[Quoted text hidden]



2025.05.16 - Firstbase _ Northwest (Signed) (1).pdf

224K



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Dawn Kirby <dkirby@kacllp.com>

Fri, May 16, 2025 at 8:12 AM

To: 'Mark Milastsiv' <mark@firstbase.io>

Cc: Khyati Tuli <ktuli@kacilp.com>, Filipe Senna <filipe@firstbase.io>

Dear Mr. Myrvang,

You sent me the inquiry below concerning Firstbase.io, Inc. SDNY Chapter 11 Case # 24-11647 (ljb). Copied above is the president of the company, Mark Milastsivy. Mr. Milastsivy is interested in having a conversation with you. I will leave it to the two of you to make arrangements.

DAWN KIRBY, ESQ.



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(914) 401-9501 DIRECT

(203) 969-4554 MOBILE

[Quoted text hidden]



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 4:08 PM

To: [REDACTED]

Cc: Mark Milastsivy <mark@firstbase.io>

Thanks for the quick turnaround. I agree with the changes and will be happy to sign once you send them over.

Best,

[Quoted text hidden]



Filipe Senna <filipe@firstbase.io>

FW: Firstbase.io, Inc. Inquiry

Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 6:54 PM

To: "

Cc: Mark Milastsivy <mark@firstbase.io>

It works. See you then

Filipe Senna
COO



[Quoted te t hidden]

CONFIDENTIALITY AND DATA ACCESS AGREEMENT

This Confidentiality and Data Access Agreement ("Agreement") is entered into as of May 16, 2025 (the "Effective Date"), by and between:

Firstbase.io, Inc., a Delaware corporation with its principal place of business at 447 Broadway, 2nd Floor, Suite 187, New York, NY 10013 ("Firstbase"),

and Northwest Registered Agent, LLC, a Wyoming limited liability company, with its principal place of business located at 522 W Riverside Ave Ste N Spokane, WA 99201 ("Company").

1. Purpose

The parties intend to explore a potential acquisition of certain specified assets of Firstbase (the "Proposed Transaction"). In connection with this evaluation, Firstbase may disclose, and Company may gain access to, certain non-public, confidential, and proprietary information. This Agreement sets forth the terms under which such information may be disclosed and used solely for the purpose of evaluating the Proposed Transaction.

2. Definitions

"Confidential Information" means all information disclosed by Firstbase to Company, whether in written, oral, electronic, visual, or any other form, that is non-public, proprietary, or confidential in nature, including but not limited to:

- Business and financial records, metrics, and projections;
- Customer and user information, including personally identifiable information ("PII");
- Technology, infrastructure, software, code, systems, tools, product roadmaps, and documentation;
- Strategic plans, marketing materials, and internal communications;
- Any other information that a reasonable person would understand to be confidential under the circumstances.

Confidential Information also includes the existence and terms of the Proposed Transaction and any related discussions.

“**PII**” means information that identifies or could reasonably be used to identify an individual, including names, addresses, email addresses, identification numbers, and behavioral or transactional data.

3. Use and Restrictions

Company agrees to:

- Use Confidential Information solely to evaluate the Proposed Transaction;
- Not use Confidential Information in any way to compete with Firstbase or for any commercial purpose outside of the evaluation, except nothing herein shall be deemed to limit the Company’s right to compete and that Company may now, or in the future, offer products or services that are competitive;
- Restrict access to Confidential Information to employees, advisors, or agents who have a legitimate need to know for the purpose of the Proposed Transaction and are bound by written obligations of confidentiality at least as protective as those in this Agreement;
- Not disclose any Confidential Information to third parties without the prior written consent of Firstbase;
- Not reverse-engineer, decompile, or derive insights from any technical material provided beyond what is necessary for the evaluation of the Proposed Transaction;
- Notify Firstbase promptly of any unauthorized disclosure or breach.

4. Data Protection

To the extent Company accesses PII or system-level data:

- Company shall comply with all applicable data privacy laws, including GDPR, CCPA, and others but only as it applies to Company;
- Company shall implement and maintain appropriate administrative, technical, and physical safeguards to protect Confidential Information;
- Company shall not export or transfer PII outside the U.S. without Firstbase’s prior written consent;
- Firstbase may audit Company’s handling of such information upon reasonable notice. Such audit shall only occur during normal business hours and only to the extent necessary to confirm or deny a reasonable suspicion that this Agreement has been violated. This audit right shall terminate upon return and or confirmed destruction of confidential information.

5. Term and Return of Information

This Agreement will remain in effect for two (2) years from the Effective Date, and obligations relating to Confidential Information (including trade secrets) shall survive for five (5) years or longer where applicable by law. Upon request, Company will promptly return or securely destroy all Confidential Information and certify such return or destruction.

6. No Commitment

Nothing in this Agreement obligates either party to proceed with the Proposed Transaction. Either Party may terminate discussions at any time without liability.

7. Remedies

Both Parties acknowledge that any breach of this Agreement could result in irreparable harm to the Non-breaching Party, for which monetary damages would be inadequate. Accordingly, the Non-breaching Party may seek injunctive relief, specific performance, or other equitable remedies in addition to any other available remedies.

8. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall either Party, its affiliates, officers, directors, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, arising out of or in connection with this Agreement.

9. No License or Waiver

No rights or licenses under any intellectual property or otherwise are granted or implied by the disclosure of Confidential Information. No failure or delay in exercising any right shall constitute a waiver.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

11. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Firstbase.io, Inc.

By: /s/ Filipe Senna

Name:

Title:

Date:

Northwest Registered Agent LLC

By: 

Name: Bryce Myrvang

Title: Counsel

Date: 5.16.2025

NEXA EQUITY



Filipe Senna <filipe@firstbase.io>

Re: Firstbase.io x Nexa Equity: open to a conversation?

14 messages

Mark Milastiv <mark@firstbase.io>

Thu, May 8, 2025 at 7:39 PM

To: Miles Jones <[REDACTED]> Filipe Senna <filipe@firstbase.io>

Hey Miles. Adding Filipe, our COO, who oversees, among other things, the finance and product functions at Firstbase. I believe he's the right person for the call if you are still interested in chatting.

PS We are currently entertaining a transaction Nexa Equity might be interested in.

Founder & CEO, [Firstbase.io](https://firstbase.io)

On Mon, Apr 28, 2025 at 10:04 AM Miles Jones <[REDACTED]> wrote:

Mark - Hope you're doing well! To follow up on my prior note, do you have time for a quick intro call? We're investors in software businesses, and I'd love to learn more about Firstbase.io's growth plans and how we could support you.

Let me know what works.

Best,
Miles



Miles Jones
Associate
+1 (812) 325-4498
[REDACTED]

[LinkedIn](#) www.nexaequity.com

On Fri, Apr 25, 2025 at 7:07 am, Miles Jones wrote:

Mark - I wanted to follow up to see if you're available for a quick intro call. I believe that Nexa Equity is uniquely positioned to support Firstbase.io in its next stage of growth.

We invest \$15-100+M of equity into software businesses to fund future growth initiatives and to provide liquidity to you and any other employees/investors on the cap table.

Let me know when works for an intro discussion.

Best,
Miles



Miles Jones
Associate
+1 (812) 325-4498
[REDACTED]

[LinkedIn](#) www.nexaequity.com

On Thu, Apr 24, 2025 at 7:06 am, Miles Jones wrote:

Hi Mark,

Checking back in to see if you're available for a brief intro call. I'd love to learn more about what you're building at Firstbase.io and share how we might be helpful.

- **Autura**: Towing management and municipal auction marketplace software -- we recently helped Autura merge with Traxero, combining public and private towing into a true end-to-end solution
- **Leap**: CRM, sales automation, and payments platform for roofers and field services
- **Hometown**: K-12 ticketing and engagement platform -- we recently supported Hometown's acquisition of Schoolfundr, expanding the offering into a comprehensive, bundled suite

We're actively investing in the startup operating systems space and believe Nexa could be a strong partner to support Firstbase.io's next stage.

Would 30 minutes this or next week work?

Best,
Miles



Miles Jones
Associate
+1 (812) 325-4498

[LinkedIn](#) www.nexaequity.com

On Mon, Apr 21, 2025 at 7:06 am, Miles Jones wrote:

Hi Mark,

Apologies for the continued follow-ups. I've been doing more market work in the startup operating systems software space, and Firstbase.io continues to come up as a standout. I'd love the chance to connect for an intro conversation.

I completely understand if you're not raising and are focused on execution right now, but would still be keen to make the connection and hear more about the business.

Would 30 minutes this or next week work?

Best,
Miles



Miles Jones
Associate
+1 (812) 325-4498

[LinkedIn](#) www.nexaequity.com

On Wed, Apr 16, 2025 at 9:27 am, Miles Jones wrote:

Hi Mark,

Following up here—I'm building a thesis around the startup operating systems software space, and Firstbase.io has come up several times in our work. I'd love to hear more about your perspective on the space.

At Nexa, we've supported founders across a range of vertical SaaS platforms—including companies like **Checkout.com**, **EveryAction**, and **BMC**. While those are in other end markets, they reflect the types of growth stories we aim to support.

Would you be open to a quick call?

Best,
Miles



Miles Jones
Associate
+1 (812) 325-4498
[Redacted]

[LinkedIn](#) www.nexaequity.com

On Mon, Apr 14, 2025 at 10:27 am, Miles Jones wrote:

Hi Mark,

Hope all is well. I'm an investor with Nexa Equity, a growth-stage PE firm located in SF, and wanted to find time to discuss our interest in investing in Firstbase.io. I came across Firstbase.io while building our thesis in the startup operating systems software space and was really impressed. Between strong customer feedback, clear product focus, and what we've heard from the market, it's clear you're building something meaningful.

Quick background: Nexa Equity is a growth equity firm focused exclusively on vertical SaaS. Our team has backed dozens of founder-led platforms with capital, operating support, and strategic M&A. We're selective about sectors we lean into—and startup operating systems is one we're especially excited about right now.

Would you be open to connecting for a quick intro call this or next week?

Best,
Miles



Miles Jones
Associate
+1 (812) 325-4498
[Redacted]

[LinkedIn](#) www.nexaequity.com

Miles Jones [Redacted]
To: Mark Milastsivy <mark@firstbase.io>
Cc: Filipe Senna <filipe@firstbase.io>

Thu, May 8, 2025 at 8:33 PM

Mark - thank you for the note and appreciate you getting back to me here.

Filipe - great to connect. How is your availability tomorrow or early next week to hop on a quick call? Really looking forward to the conversation.

Best,
Miles
[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>
To: Miles Jones [Redacted]
Cc: Mark Milastsivy <mark@firstbase.io>

Fri, May 9, 2025 at 11:05 AM

Hey, Miles - it is nice to meet you.

Next week looks good, here is my calendar link, feel free to book a time directly there: <https://calendly.com/filipesenna/30min>

Best,
[Quoted text hidden]

--
Filipe Senna
COO
 firstbase

Miles Jones [Redacted]

Fri, May 9, 2025 at 1:46 PM

To: Filipe Senna <filipe@firstbase.io>
Cc: Mark Milastsivy <mark@firstbase.io>

Filipe,

Awesome - just grabbed some time for Monday morning - really looking forward to it!

Have a great weekend,
Miles

[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>
To: Miles Jones [REDACTED]
Cc: Mark Milastsivy <mark@firstbase.io>

Fri, May 9, 2025 at 4:28 PM

Looking forward to it too!
[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>
To: Miles Jones [REDACTED]

Fri, May 9, 2025 at 4:36 PM

Hey, Miles - would you be available on Mon at noon ET?
[Quoted text hidden]

Miles Jones [REDACTED]
To: Filipe Senna <filipe@firstbase.io>

Fri, May 9, 2025 at 4:42 PM

Filipe,

Unfortunately I have a call at that time that I am unable to move - I just had an internal conflict pop up at 10a ET as well so I will find a new time on your calendar.

Best,
Miles
[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>
To: Miles Jones [REDACTED]

Fri, May 9, 2025 at 4:46 PM

Amazing, the new time is perfect! Thanks a lot and talk to you soon,
[Quoted text hidden]

Miles Jones <miles@nexaequity.com>
To: Filipe Senna [REDACTED]

Thu, May 15, 2025 at 2:30 PM

Running 3 min behind - will hop on shortly!
[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>
To: Miles Jones [REDACTED]

Thu, May 15, 2025 at 2:31 PM

No problem, take your time.
[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>
To: Miles Jones [REDACTED]
Cc: Mark Milastsivy <mark@firstbase.io>

Thu, May 15, 2025 at 3:13 PM

Hey, Miles - it was nice to meet you.

As promised, I've just sent over the NDA, and I'm happy to share more details with you once it is signed.

Best,

On Fri, May 9, 2025 at 5:28 PM Filipe Senna <filipe@firstbase.io> wrote:

[Quoted text hidden]

[Quoted text hidden]

Miles Jones [REDACTED]
To: Filipe Senna <filipe@firstbase.io>
Cc: Mark Milastsivy <mark@firstbase.io>

Fri, May 16, 2025 at 7:44 PM

Filipe,

Thank you for shooting over the NDA.

Can you please share the word document version? There are a number of redlines we need to make to fit within our compliance guidelines. Happy to send over our standard form as well if easier.

Looking forward to continuing the conversation.

Best,
Miles

[Quoted text hidden]


Filipe Senna <filipe@firstbase.io>
To: Miles [REDACTED]
Cc: Mark Milastsivy <mark@firstbase.io>

Sun, May 18, 2025 at 2:01 PM

For sure, find it attached.

Best,

[Quoted text hidden]

 **Firstbase _ Nexa equity.docx**
10K

Miles Jones [REDACTED]
To: Filipe Senna <filipe@firstbase.io>
Cc: Mark Milastsivy <mark@firstbase.io>

Tue, May 20, 2025 at 10:57 AM

Filipe,

Thank you for sending this over - confirming receipt. We will process and get it back to you shortly.

Best,
Miles

[Quoted text hidden]



Miles Jones and Filipe Senna

Thursday, May 15 · 2:30 – 3:00pm



Take meeting notes

Start a new document to capture notes



<https://zoom.us/j/>



2 guests

2 yes (1 virtually)



Filipe Senna



Organizer

Home - Edit



Miles Jones



Event Name: 30 Minute Meeting

Location: This is a Zoom web conference.

You can join this meeting from your computer, tablet, or smartphone.

<https://zoom.us/j/92611257424>

One tap mobile:

+1 309 205 3325,,92611257424#

+1 312 626 6799,,92611257424#

You can also dial in using your phone.

US: +1 309 205 3325, +1 312 626 6799, +1 646 876 9923, +1 646 931 3860, +1 301 715 8592, +1 305 224 1968, +1 669 444 9171, +1 669 900 6833, +16892781000, +1 719 359 4580, +1 253 205 0468, +1 253 215 8782, +1 346 248 7799, +1 360 209 5623, +1 386 347 5053, +1 408 638 0968, +1 507 473 4847, +1 564 217 2000

Meeting ID: 926-112-57424

Find your local number: <https://zoom.us/u/adcyECHJNc>

Going?

+1 Yes



No

Maybe



CONFIDENTIALITY AND DATA ACCESS AGREEMENT

This Confidentiality and Data Access Agreement ("Agreement") is entered into as of May 20, 2025 (the "Effective Date"), by and between:

Firstbase.io, Inc., a Delaware corporation with its principal place of business at 447 Broadway, 2nd Floor, Suite 187, New York, NY 10013 ("Firstbase"),

and

Nexa Equity LLC, a Delaware limited liability company, with its principal place of business located at 49 Moraga Ave. San Francisco, California, 94129 ("Company").

1. Purpose

The parties intend to explore a potential investment in Firstbase (the "Proposed Transaction"). In connection with this evaluation, Firstbase may disclose, and Company may gain access to, certain non-public, confidential, and proprietary information. This Agreement sets forth the terms under which such information may be disclosed and used solely for the purpose of evaluating the Proposed Transaction.

2. Definitions

"Confidential Information" means all information disclosed by Firstbase to Company, whether in written, oral, electronic, visual, or any other form, that is non-public, proprietary, or confidential in nature, including but not limited to:

- Business and financial records, metrics, and projections;
- Customer and user information, including personally identifiable information ("PII");
- Technology, infrastructure, software, code, systems, tools, product roadmaps, and documentation;
- Strategic plans, marketing materials, and internal communications;
- Any other information that a reasonable person would understand to be confidential under the circumstances.

Confidential Information also includes the existence and terms of the Proposed Transaction and any related discussions. Confidential Information shall not include information that: (1) is already known to the Company before disclosure by Firstbase; (2) is or becomes publicly available other than as a result of disclosure by breach of this Agreement; (3) is independently developed by the Company and/or its representatives without the use of

Confidential Information; and (4) is received by the Company or its representatives from a third party without breaching an obligation owed to Firstbase.

“**PII**” means information that identifies or could reasonably be used to identify an individual, including names, addresses, email addresses, identification numbers, and behavioral or transactional data.

3. Use and Restrictions

Company agrees to:

- Use Confidential Information solely to evaluate the Proposed Transaction;
- Not use Confidential Information in any way to compete with Firstbase or for any commercial purpose outside of the evaluation;
- Restrict access to Confidential Information to employees, advisors, financing sources, or agents who have a legitimate need to know for the purpose of the Proposed Transaction and are bound by written obligations of confidentiality at least as protective as those in this Agreement;
- Not disclose any Confidential Information to third parties without the prior written consent of Firstbase;
- Not reverse-engineer, decompile, or derive insights from any technical material provided beyond what is necessary for the evaluation of the Proposed Transaction;
- Notify Firstbase promptly of any unauthorized disclosure or breach.

4. Data Protection

To the extent Company accesses PII or system-level data:

- Company shall comply with all applicable data privacy laws, including GDPR, CCPA, and others;
- Company shall implement and maintain appropriate administrative, technical, and physical safeguards to protect Confidential Information;
- Company shall not export or transfer PII outside the U.S. without Firstbase’s prior written consent;

5. Term and Return of Information

This Agreement will remain in effect for two (2) years from the Effective Date, and obligations relating to Confidential Information (including trade secrets) shall survive for five (5) years or longer where applicable by law. Upon request, Company will promptly return or securely destroy all Confidential Information and certify such return or destruction. Provided, however, that Company shall: (a) be permitted to retain copies of the Confidential Information in accordance with policies and procedures implemented by Company in order to comply with applicable law; and (b) not be required to destroy any computer records or files containing Confidential Information that have been created pursuant to automatic archiving and back-up procedures that cannot be reasonably deleted.

6. No Commitment

Nothing in this Agreement obligates either party to proceed with the Proposed Transaction. Firstbase may terminate discussions at any time without liability.

7. Remedies

Company acknowledges that any breach of this Agreement could result in irreparable harm to Firstbase, for which monetary damages would be inadequate. Accordingly, Firstbase may seek injunctive relief, specific performance, or other equitable remedies in addition to any other available remedies.

8. No License or Waiver

No rights or licenses under any intellectual property or otherwise are granted or implied by the disclosure of Confidential Information. No failure or delay in exercising any right shall constitute a waiver.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

10. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and may only be amended in writing signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Firstbase.io, Inc.

By: /s/ Filipe Senna

Name:

Title:

Date:

Nexa Equity, LLC

By: /s/ Miles Jones

Name: Miles Jones

Title: Associate

Date: May 20, 2025

PSG EQUITY LLC

Jerry Harding and Filipe Senna

Friday, May 16 · 10:00 – 10:30am



Take meeting notes

Start a new document to capture notes



<https://zoom.us/j/>



2 guests

2 yes (1 virtually)



Filipe Senna

Organizer

Home - [Edit](#)



H Harding, Jerry



Event Name: 30 Minute Meeting

Location: This is a Zoom web conference.

You can join this meeting from your computer, tablet, or smartphone.

<https://zoom.us/j/93459415625>

One tap mobile:

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You can also dial in using your phone.

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Meeting ID: 934-594-15625

Find your local number: <https://zoom.us/u/aeFu58aBaZ>



Call - Firstbase & PSG

Thursday, May 29 · 1:00 – 1:30pm



<https://psgequity.zoom.us/j/95440523461?pwd=zzSr...>



5 guests

2 yes (1 virtually)

3 awaiting



Harding, Jerry

Organizer



Filipe Senna

Home - [Edit](#)



Mark Milastsivy



[https://st2.zoom.us/static/6.3.35383/image/new/Zoom_Logo_110_25.png]<https://zoom.us/>

Jerry Harding is inviting you to a scheduled Zoom meeting.

Click here to join

meeting<https://psgequity.zoom.us/j/95440523461?pwd=zzSrDQ57gtlTR0gBJjoHZILiUdQRtN.1>

Phone one-tap:

US:

+16469313860,,95440523461#

<tel:+16469313860,,95440523461>

+13017158592,,95440523461#

<tel:+13017158592,,95440523461>

Meeting URL:

<https://psgequity.zoom.us/j/95440523461?pwd=zzSrDQ57gtlTR0gBJjoHZILiUdQRtN.1>

Meeting ID:

954 4052 3461

Going?

Yes



No

Maybe





Filipe Senna <filipe@firstbase.io>

Re: OOTCFO Software Investors | Mark (Firstbase.io) & Jerry (PSG)

14 messages

Mark Milastsivy <mark@firstbase.io>

Thu, May 8, 2025 at 7:32 PM

To: "Harding, Jerry" <[REDACTED]> Filipe Senna <filipe@firstbase.io>

PS Adding Filipe

Founder & CEO, [Firstbase.io](https://firstbase.io)

On Thu, May 8, 2025 at 7:30 PM Mark Milastsivy <mark@firstbase.io> wrote:

Jerry -- good to meet you. Adding Filipe, our COO, who oversees, among other things, the finance and product functions at Firstbase. I believe he's the right person for the intro call.

Best,
Mark

Founder & CEO, [Firstbase.io](https://firstbase.io)

On Thu, May 1, 2025 at 5:57 PM Harding, Jerry <[REDACTED]> wrote:

Hi Mark,

Just wanted to gently follow up here in regards to my previous message. I sit on the investment team at [PSG](https://psgequity.com), a \$20B software investment firm. Our team has been spending a significant amount of time across the 'office of the CFO' landscape through our investments in [Wagepoint](https://wagepoint.com) and [Mindbridge](https://mindbridge.com) and we are excited about the opportunity that exists across this market.

We like the market because global founders are increasingly seeking simplified, all-in-one solutions to start and manage U.S. businesses, driving demand for platforms that streamline incorporation, compliance, and ongoing operations.

More specifically, we think technology will have a huge impact on the below categories:

- *Budgeting + Forecasting Tools*
- *Spend Management Solutions*
- *'Revenue Intelligence' (Billing, A/R, etc.)*
- *Back-Office Accounting*

Do you have 30 minutes to chat over the next couple of weeks? If it's easier, feel free to use my [Calendly](https://calendly.com).

Warm regards,

Jerry Harding

Growth Investor, PSG

(617)-991-8871 mobile

psgequity.com

On Apr 16, 2025 6:42 PM, "Jerry Harding" <[REDACTED]> wrote:

Mark - How is the week going for you?

Just wanted to circle back here and emphasize our interest in learning more about Firstbase.io. Given our work in this space, we've heard nonstop great things about your platform and we'd love to understand how you all are thinking about growth capital this year. PSG has a high level of interest in platforms serving the Office of the CFO, as founders and entrepreneurs increasingly seek streamlined, all-in-one solutions to manage company formation, compliance, mail handling,

As a refresher, **PSG** is a Boston-based growth equity firm. Our investment spec:

1. **Focus:** B2B software and software-enabled businesses
2. **Investment size:** \$20M-\$400M+
3. **Target revenue:** \$4M-100M
4. **Ownership:** Majority or minority

If you have some time, I'd love to share more on our firm's mandate. Please let me know if there are any days that work well - I'm happy to send an invite for whenever works best for you.

Warm regards,

Jerry Harding

Growth Investor, PSG
(617)-991-8871 mobile
psgequity.com

Filipe Senna <filipe@firstbase.io>
To: Mark Milastsiv <mark@firstbase.io>
Cc: "Harding, Jerry" <[REDACTED]>

Fri, May 9, 2025 at 11:03 AM

Hey, Jerry - it is nice to meet you.

Do you have a slot next week? Here is my calendar link, feel free to book a time directly there: <https://calendly.com/filipesenna/30min>

Best,

[Quoted text hidden]

--

Filipe Senna
COO

 **firstbase**

Harding, Jerry <[REDACTED]>
To: Filipe Senna <filipe@firstbase.io>, Mark Milastsiv <mark@firstbase.io>

Sat, May 10, 2025 at 11:11 AM

Filipe – Great to hear from you and looking forward to the chat. I just found us some time for next Friday – have a wonderful weekend!

Best,

Jerry Harding

Growth Investor, PSG
(617)-991-8871 mobile
psgequity.com

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

--
Filipe Senna

COO

Filipe Senna <filipe@firstbase.io>
To: "Harding, Jerry" [redacted]
Cc: Mark Milastsivy <mark@firstbase.io>

Mon, May 12, 2025 at 7:51 AM

Looking forward to it too.

See you on Friday,
Filipe

[Quoted text hidden]

Filipe Senna
COO

 firstbase

Filipe Senna <filipe@firstbase.io>
To: "Harding, Jerry" [redacted]

Fri, May 16, 2025 at 8:50 AM

Hey, Jerry - excited to chat soon.

I've sent over an NDA so we can share more details/specific numbers over the call. Let me know if you got it.

Best,

[Quoted text hidden]

Filipe Senna
COO

 firstbase

Harding, Jerry <[redacted]>
To: Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 9:00 AM

Filipe – Any chance you could send across the NDA in Word format? Can get it over to our counsel for review.

[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>
To: "Harding, Jerry" [redacted]

Fri, May 16, 2025 at 9:02 AM

Sure, find it attached.

[Quoted text hidden]

Filipe Senna
COO

 firstbase

Harding, Jerry [REDACTED]
To: Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 9:25 AM

Thank you! Just sent it over to our team – they will review ASAP.

[Quoted text hidden]

Filipe Senna
COO

Filipe Senna <filipe@firstbase.io>
To: "Harding, Jerry" [REDACTED]

Fri, May 16, 2025 at 9:26 AM

Sounds good, thanks!

[Quoted text hidden]

Filipe Senna
COO


Harding, Jerry [REDACTED]
To: Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 10:05 AM

Hi Filipe – I am waiting in the lobby. Let me know if we should reschedule to early next week.

[Quoted text hidden]

Filipe Senna
COO

Harding, Jerry [REDACTED]
To: Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 12:18 PM

Filipe – Thanks again for taking the time to chat earlier today. As discussed, I'd love to schedule a follow-up call to introduce you to a few members of our team and would be great to have Mark join from your side as well. The following time slots work on our end (ET):

5/22: 9:30 AM / 11:15 AM

5/29: 12:00 PM / 1:00 PM / 2:30 PM – 4:00 PM

5/30: 10:00 AM – 11:30 AM / 1:00 PM – 2:30 PM

Let me know what works best and I can follow up with a calendar invite to hold the time.

Best,

Jerry Harding

Growth Investor, PSG

(617)-991-8871 mobile

psgequity.com

[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 3:53 PM

To: "Harding, Jerry" [REDACTED]

Sounds good! 5/29 at 1pm ET works perfectly.

[Quoted text hidden]

Filipe Senna

COO

 firstbase

Harding, Jerry [REDACTED]

Fri, May 16, 2025 at 3:57 PM

To: Filipe Senna <filipe@firstbase.io>

Perfect – just sent across the invite to you and Mark. Looking forward to the chat – have a great weekend!

[Quoted text hidden]

Filipe Senna

COO

 firstbase

Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 5:31 PM

To: "Harding, Jerry" [REDACTED]

Have a great weekend too!

[Quoted text hidden]

Filipe Senna

COO

 firstbase



Filipe Senna <filipe@firstbase.io>

Re: FW: Firstbase - OOTCFO Software Investors | Mark (Firstbase.io) & Jerry (PSG)

4 messages

Christina Chao [REDACTED]

Fri, May 16, 2025 at 1:38 PM

To: filipe@firstbase.io

Cc: "Harding, Jerry" [REDACTED]

Filipe,

I am working with PSG on the NDA. Please find attached our comments.

Let us know if you have any questions.

Regards,
Christina

Christina Chao
Ontra Attorney
[REDACTED]

From: Filipe Senna <filipe@firstbase.io>

Sent: Friday, May 16, 2025 8:51 AM

To: Harding, Jerry <[REDACTED]>

Subject: Re: OOTCFO Software Investors | Mark (Firstbase.io) & Jerry (PSG)

Hey, Jerry - excited to chat soon.

I've sent over an NDA so we can share more details/specific numbers over the call. Let me know if you got it.

Best,

On Mon, May 12, 2025 at 8:51 AM Filipe Senna <filipe@firstbase.io> wrote:

Looking forward to it too.

See you on Friday,

Filipe

On Sat, May 10, 2025 at 12:12 PM Harding, Jerry <[REDACTED]> wrote:

Filipe – Great to hear from you and looking forward to the chat. I just found us some time for next Friday – have a wonderful weekend!

Best,

Jerry Harding

Growth Investor, PSG

(617)-991-8871 mobile

psgequity.com

From: Filipe Senna <filipe@firstbase.io>

Sent: Friday, May 9, 2025 11:03 AM

To: Mark Milastsivy <mark@firstbase.io>

Cc: Harding, Jerry [REDACTED]

Subject: Re: OOTCFO Software Investors I Mark (Firstbase.io) & Jerry (PSG)

Hey, Jerry - it is nice to meet you.

Do you have a slot next week? Here is my calendar link, feel free to book a time directly there:

<https://calendly.com/filipesenna/30min>

Best,

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- *Spend Management Solutions*
- *'Revenue Intelligence' (Billing, A/R, etc.)*
- *Back-Office Accounting*

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Jerry Harding

Growth Investor, PSG

(617)-991-8871 mobile

[psgequity.com](#)

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As a refresher, [PSG](#) is a Boston-based growth equity firm. Our investment spec:

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3. **Target revenue:** \$4M-100M
4. **Ownership:** Majority or minority

If you have some time, I'd love to share more on our firm's mandate. Please let me know if there are any days that work well - I'm happy to send an invite for whenever works best for you.

Warm regards,

Jerry Harding

Growth Investor, PSG

(617)-991-8871 mobile

psgequity.com

--

Filipe Senna

COO

--

Filipe Senna


COO


--

Filipe Senna

COO

2 attachments

 **Firstbase _ PSG Equity (PSG 05.16.2025) (clean).docx**
19K

 **Firstbase _ PSG Equity (PSG 05.16.2025) (track).docx**
21K

Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 1:54 PM

To: Christina Chad

Cc: "Harding, Jerry"

Hey, Christina - nice to meet you, and thank you for the redlines. It looks good from our end.

Should I send it over to you for signature?

Best,

[Quoted text hidden]

Filipe Senna

COO

Christina Chao [REDACTED]

Fri, May 16, 2025 at 2:17 PM

To: Filipe Senna <filipe@firstbase.io>

Cc: "Harding, Jerry" [REDACTED]

Hi Filipe - nice to meet you as well. I can send out DocuSigns to you and Jerry if that works (or if you let me know who is signing for Firstbase I can include them in the DocuSign).

Christina Chao

Ontra Attorney

christina.chao@ontra.ai

[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>

Fri, May 16, 2025 at 3:15 PM

To: Christina Chao <[REDACTED]>

Cc: "Harding, Jerry" <[REDACTED]>

Thanks, I will sign it.

Best,

[Quoted text hidden]

Filipe Senna

COO

 firstbase

CONFIDENTIALITY AND DATA ACCESS AGREEMENT

This Confidentiality and Data Access Agreement (“Agreement”) is entered into as of _____ (the “Effective Date”), by and between:

Firstbase.io, Inc., a Delaware corporation with its principal place of business at 447 Broadway, 2nd Floor, Suite 187, New York, NY 10013 (“Firstbase”),

and

PSG Equity L.L.C., a Delaware limited liability company with its principal place of business located at Landmark Center, 401 Park Drive, Suite 204, Boston, MA 02215 (“Company”).

1. Purpose

The parties intend to explore a potential investment in Firstbase (the “Proposed Transaction”). In connection with this evaluation, Firstbase may disclose, and Company may gain access to, certain non-public, confidential, and proprietary information. This Agreement sets forth the terms under which such information may be disclosed and used solely for the purpose of evaluating the Proposed Transaction.

2. Definitions

“**Confidential Information**” means all information disclosed by Firstbase to Company on or after the date hereof in connection with the Proposed Transaction, whether in written, oral, electronic, visual, or any other form, that is non-public, proprietary, or confidential in nature, including but not limited to:

- Business and financial records, metrics, and projections;
- Customer and user information, including personally identifiable information (“PII”);
- Technology, infrastructure, software, code, systems, tools, product roadmaps, and documentation;
- Strategic plans, marketing materials, and internal communications;
- Any other information that a reasonable person would understand to be confidential under the circumstances.

Confidential Information also includes the existence and terms of the Proposed Transaction and any related discussions.

“**PII**” means information that identifies or could reasonably be used to identify an individual, including names, addresses, email addresses, identification numbers, and behavioral or transactional data.

Confidential Information shall not include such information that (i) was, is or becomes generally available to the public other than as a result of its disclosure by Company in breach of this Agreement; (ii) was, is or becomes available to Company or its Representatives on a non-confidential basis prior to disclosure by Firstbase from a person who, to Company’s knowledge, is not otherwise bound by a confidentiality agreement with Firstbase with respect to such information, or is not otherwise prohibited from transmitting such information to Company by a confidentiality obligation to Firstbase with respect to such information; or (iii) was or is independently developed by Company or its Representatives without use of the Confidential Information.

3. Use and Restrictions

Company agrees to:

- Use Confidential Information solely to evaluate the Proposed Transaction;
- Not use Confidential Information for any purpose except as provided herein;
- Restrict access to Confidential Information to its directors, officers, employees, managers, affiliates, advisors (including, without limitation, accountants, attorneys, consultants, and financial advisors), agents, potential financing sources and representatives of any of the foregoing (such persons actually receiving Confidential Information from Company or at its direction, collectively, “Representatives”) who have a legitimate need to know for the purpose of the Proposed Transaction and are directed to comply with the non-use and confidentiality provisions in this Agreement;
- Not disclose any Confidential Information to third parties without the prior written consent of Firstbase;
- Not reverse-engineer, decompile, or derive insights from any technical material provided beyond what is necessary for the evaluation of the Proposed

Transaction;

- Notify Firstbase promptly of any known unauthorized disclosure or breach.

4. Data Protection

To the extent Company accesses PII or system-level data:

- Company is aware of applicable data privacy laws, including GDPR, CCPA, and others;
- Company shall implement and maintain reasonable administrative, technical, and physical safeguards to protect Confidential Information.
-

5. Term and Return of Information

This Agreement will remain in effect for two (2) years from the Effective Date, and confidentiality obligations relating to Confidential Information constituting trade secrets under applicable law shall survive for five (5) years or so long as such information constitutes a trade secret under applicable law, whichever is earlier. Upon request, Company will promptly return or securely destroy all Confidential Information and confirm such return or destruction. Notwithstanding anything to the contrary herein, Company and its Representatives may retain copies of the Confidential Information on a confidential basis to comply with legal, regulatory, or bona fide internal policy requirements.

6. No Commitment

Nothing in this Agreement obligates either party to proceed with the Proposed Transaction. Firstbase may terminate discussions at any time without liability except as otherwise provided in a definitive agreement between the parties.

7. Remedies

Company acknowledges that any breach of this Agreement could result in irreparable harm to Firstbase, for which monetary damages could be inadequate. Accordingly,

Firstbase may seek injunctive relief, specific performance, or other equitable remedies in addition to any other available remedies.

8. No License or Waiver

No rights or licenses under any intellectual property or otherwise are granted or implied by the disclosure of Confidential Information. No failure or delay in exercising any right shall constitute a waiver.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws and courts of the State of Delaware, without regard to its conflict of laws principles.

10. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and may only be amended in writing signed by both parties.

11. Miscellaneous

In the event that Company or any of its Representatives are requested or required by law, rule, regulation, judicial or governmental order, discovery request or similar process (collectively, "Law") to disclose any of the Confidential Information, Company will (other than in the case of a routine inquiry by a regulatory authority, stock exchange or bank examiner not directly targeting Firstbase or the Proposed Transaction), promptly and to the extent permitted by Law, notify Firstbase so that Firstbase may seek a protective order or other appropriate remedy, at Firstbase's sole expense, and/or waive compliance with the terms of this Agreement.

Firstbase shall not, and shall direct its Representatives not to, disclose to any third party the identity of Company or its Representatives by name or by identifiable description in connection with the Proposed Transaction.

Firstbase acknowledges that Company's review of the Confidential Information will inevitably enhance Company's knowledge and understanding of the business of Firstbase in a way that cannot be separated from its other knowledge and Firstbase agrees that, subject to Company's compliance with the confidentiality obligations herein, nothing in this Agreement shall prohibit Company from evaluating or entering into any transaction with, or making, monitoring, managing or otherwise acting with respect to an investment in, a company whose business is similar to or competitive with the business of Firstbase. Firstbase acknowledges that Company or its Representatives may serve as directors or officers of portfolio companies of investment funds managed by

Company or its affiliates, and Firstbase agrees that such portfolio companies will not be deemed to have received Confidential Information solely because any such individual serves on the board of such portfolio company; provided that (i) such individual has not provided such portfolio company or any other director, officer, or employee or other representative of such portfolio company in such capacity with Confidential Information and (ii) such portfolio company does not act at the direction of or with encouragement from Company regarding the Confidential Information or in connection with Company's knowledge of the Confidential Information. In addition, Firstbase acknowledges that Company and its Representatives trade in public securities and/or loans, and that nothing in this Agreement restricts or otherwise limits such person's ability to continue to trade in public securities and/or loans.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Firstbase.io, Inc.

By: /s/ Filipe Senna

Name:

Title:

Date:

PSG Equity L.L.C.

By: /s/ Jerry Harding

Name:

Title:

Date:

SERENT CAPITAL



Filipe Senna <filipe@firstbase.io>

Re: Strategic Interest | Serent Capital

8 messages

Mark Milastsivy <mark@firstbase.io>

Thu, May 8, 2025 at 7:28 PM

To: Matt Michelet [REDACTED], Filipe Senna <filipe@firstbase.io>

Hey Matt -- good to meet. Adding Filipe, our COO, who owns, among other things, finance & product functions at Firstbase. I believe he is the right person for the intro call.

Best,
Mark

Founder & CEO, [Firstbase.io](https://firstbase.io)

On Thu, May 8, 2025 at 2:50 PM Matt Michelet [REDACTED] wrote:

Hi Mark,

I wanted to follow-up and see if we could find a time to connect.

I lead our focus in FinTech at Serent Capital, a growth investment firm focused on partnering with founder-led vertical SaaS. We've been closely tracking [Firstbase.io](https://firstbase.io) and the market over the years and are impressed by the opportunities we see ahead.

We're actively building a thesis and continue to hear great things about [Firstbase.io](https://firstbase.io) from our industry advisors. In particular, we've **identified opportunities to accelerate growth** that we believe [Firstbase.io](https://firstbase.io) is uniquely positioned to capitalize on. I'd love to learn more about your vision for the business and discuss ways our firm could be a resource in the near term.

How does this week or next look for you?

Best,
Matt

Matt Michelet

Associate Director | Serent Capital

[515 Congress Ave, Suite 1410, Austin, TX 78701](https://www.serentcapital.com)

M: 919-830-9955

www.serentcapital.com

On May 1, 2025 11:55 AM, "Matt Michelet" <[REDACTED]> wrote:

Hi Mark,

I hope this finds you well.

I've been tracking [Firstbase.io](https://firstbase.io) closely and believe there's opportunities to accelerate growth, I wanted to see if we could find a time to connect.


I'm a Director at Serent Capital, a \$5B AUM growth equity firm, and lead our focus in FinTech.

Our firm specializes in partnering with Founder-led software companies to help scale effectively. Over the past 15 years we've completed 90+ investments and built a record of helping companies scale from \$5M - \$50M ARR to \$50M - \$100M+ by combining our industry experience, network, and Growth Team - a group of 40 professionals who work closely with our portfolio companies to assist

I understand you may not actively be seeking a capital partner, but given our focus in the industry, I think a conversation could still be worthwhile. I'd love to learn more about your vision for the business and discuss some near-term areas we might be able to be a resource - whether through intros to our network/potential channel partners, insights from our research, or other areas.

How does this week or next look to connect?

All the best,
Matt

Matt Michelet
Associate Director | Serent Capital
[515 Congress Ave, Suite 1410, Austin, TX 78701](#)
M: 919-830-9955

www.serentcapital.com

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Matt Michelet 
To: Mark Milastsivy <mark@firstbase.io>, Filipe Senna <filipe@firstbase.io>


Thu, May 8, 2025 at 7:30 PM

Thanks Mark,

Great to connect here and love what you're building. Would be great to discuss in more detail, Filipe/Mark let me know how next Thursday or Friday look for you.

Looking forward to connecting.

Best,
Matt

Matt Michelet
Associate Director | Serent Capital
[515 Congress Ave, Suite 1410, Austin, TX 78701](#)
M: 919-830-9955

www.serentcapital.com

From: Mark Milastsivy <mark@firstbase.io>
Sent: Thursday, May 8, 2025 6:28 PM
To: Matt Michelet <[REDACTED]>; Filipe Senna <filipe@firstbase.io>
Subject: Re: Strategic Interest I Serent Capital

EXTERNAL

[Quoted text hidden]

[Quoted text hidden]

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[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>
To: Matt Michelet <[REDACTED]>
Cc: Mark Milastsivy <mark@firstbase.io>

Fri, May 9, 2025 at 10:58 AM

Hey, Matt - it is nice to meet you.

Next week looks good, here is my calendar link, feel free to book a time directly there: <https://calendly.com/filipesenna/30min>

Best,

[Quoted text hidden]

--
Filipe Senna
COO


Filipe Senna <filipe@firstbase.io>
To: Matt Michelet <[REDACTED]>
Cc: Mark Milastsivy <mark@firstbase.io>

Mon, May 12, 2025 at 7:57 AM

Hey, Matt - thanks for scheduling the time for May 22nd.

Just a heads up, we are moving quickly from our side, so would you be available from this Wednesday or Friday? I have a couple of slots available: <https://calendly.com/filipesenna/30min>

Best,

[Quoted text hidden]

Matt Michelet <[REDACTED]>
To: Filipe Senna <filipe@firstbase.io>
Cc: Mark Milastsivy <mark@firstbase.io>

Wed, May 14, 2025 at 4:58 PM

Hi Filipe, thanks for the heads up and completely understand. Sorry for the slow response, it's been a very busy week of travel. I just grabbed some time for us to connect on Friday – looking forward to the

All the best,
Matt

Matt Michelet

Associate Director | Serent Capital

515 Congress Ave, Suite 1410, Austin, TX 78701

M: 919-830-9955

[REDACTED]

www.serentcapital.com

[Quoted text hidden]
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Filipe Senna

COO

[REDACTED]

--

Filipe Senna

COO

[REDACTED]

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[Quoted text hidden]

Filipe Senna <filipe@firstbase.io>
To: Matt Michelet [REDACTED]
Cc: Mark Milastsivy <mark@firstbase.io>

Wed, May 14, 2025 at 5:17 PM

Thanks for your flexibility, and I'm excited to talk to you this Friday.

Best,

[Quoted text hidden]

Filipe Senna

COO

 firstbase

Hey, Matt - excited to chat soon.

I've sent over an NDA so we can share more details/specific numbers over the call. Let me know if you got it.

Best,

[Quoted text hidden]

Filipe Senna

COO

 firstbase

Filipe Senna <filipe@firstbase.io> Tue, May 20, 2025 at 11:22 AM
To: Matt Michelet [REDACTED]

Hey, Matt - hope you had a great weekend.

We still have the slot this Thu - let me know if you had the chance to talk about Firstbase internally and if you are interested in continuing the conversation.

Best,

[Quoted text hidden]

Filipe Senna

COO

 firstbase


Matt Michelet and Filipe Senna

Thursday, May 22 · 11:30am – 12:00pm

Take meeting notes

Start a new document to capture notes

 <https://zoom.us/j/96806672959>

 2 guests
2 yes (1 virtually)



Filipe Senna 

Organizer

Home - [Edit](#)



Matt Michelet



Event Name: 30 Minute Meeting

Location: This is a Zoom web conference.

You can join this meeting from your computer, tablet, or smartphone.

<https://zoom.us/j/96806672959>

One tap mobile:

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+1 301 715 8592,,96806672959#

You can also dial in using your phone.

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+1 309 205 3325, +1 312 626 6799, +1 646 876 9923, +1
408 638 0968, +1 507 473 4847, +1 564 217 2000, +1
669 444 9171, +1 669 900 6833, +16892781000, +1 719
359 4580, +1 253 205 0468, +1 253 215 8782, +1 346
248 7799, +1 360 209 5623, +1 386 347 5053

Meeting ID: 968-066-72959

Find your local number: <https://zoom.us/u/ad5d6NEaD7>

Matt Michelet and Filipe Senna

Friday, May 16 · 12:00 – 12:30pm



Take meeting notes



Start a new document to capture notes



<https://zoom.us/j/96970556505>



2 guests

2 yes (1 virtually)



Filipe Senna 

Organizer

Home - [Edit](#)



Matt Michelet



Event Name: 30 Minute Meeting

Location: This is a Zoom web conference.

You can join this meeting from your computer, tablet, or smartphone.

<https://zoom.us/j/96970556505>

One tap mobile:

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You can also dial in using your phone.

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+1 301 715 8592, +1 305 224 1968, +1 309 205 3325, +1
360 209 5623, +1 386 347 5053, +1 408 638 0968, +1
507 473 4847, +1 564 217 2000, +1 669 444 9171, +1 669
900 6833, +1 689 278 1000, +1 719 359 4580, +1 253 205
0468, +1 253 215 8782, +1 346 248 7799

Meeting ID: 969-705-56505

Find your local number: <https://zoom.us/u/abiBpvZO1>

SUMMIT PARTNERS



Filipe Senna <filipe@firstbase.io>

Re: Summit Partners Intro

10 messages

Mark Milastsiy <mark@firstbase.io>

Thu, May 8, 2025 at 7:35 PM

To: "Diamond, Josh" [REDACTED], Filipe Senna <filipe@firstbase.io>

Hey Josh — back in February wasn't the best time for us, but we're now working on something where Summit Partners could be a great fit. Adding Filipe, our COO, who oversees, among other things, the finance and product functions at Firstbase. I believe he's the right person for the call if you're still interested in chatting.

PS I met Olivia O'Hagan from Summit a couple of times, but it's been a while since then.

Founder & CEO, [Firstbase.io](https://firstbase.io)

On Tue, Feb 4, 2025 at 9:40 PM Diamond, Josh [REDACTED] wrote:

Hi Mark,

Firstbase came up today, so I thought I'd check in. I continue to hear terrific things about what you're building. Whether or not you're raising, it would be great to get introduced. Let me know if you have 15 minutes?

Thanks,

Josh

From: Diamond, Josh

Sent: Tuesday, January 21, 2025 8:29 PM

To: mark@firstbase.io

Subject: Summit Partners Intro

Hi Mark,

My name is Josh – I am an investor at Summit Partners, specifically leading our work in professional services technology. We've seen firsthand the increasing importance of providing startups with the requisite tools and systems to achieve success, especially in the current environment, and we appreciate the Firstbase solution.

We have actively partnered with companies across the professional services category, including investments in Netgain, Acturis, Ninja, StackAdapt, and others. For context, Summit is one of the largest and longest-standing growth equity investors in the world, having raised \$43B+ and invested in 520+ companies over the past 4 decades.

Whether or not you're raising capital, I'd welcome the opportunity to learn more about what you're building and share why entrepreneurs choose Summit. Would you be interested in connecting sometime within the next week?

Thank you,



Josh Diamond
Summit Partners

200 Middlefield Road, Suite 200
Menlo Park, CA 94025

office: +1 (650) 614-6601
www.summitpartners.com

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**Filipe Senna** <[filipe@firstbase.io](mailto:filipe@firstbase.io)>  
To: Mark Milastsiv <[mark@firstbase.io](mailto:mark@firstbase.io)>  
Cc: "Diamond, Josh" [REDACTED]

Fri, May 9, 2025 at 11:04 AM

Hey, Josh - it is nice to meet you.

Do you have a slot next week? Here is my calendar link, feel free to book a time directly there: <https://calendly.com/filipesenna/30min>

Best,  
[Quoted text hidden]

--  
Filipe Senna  
COO  
 firstbase

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**Diamond, Josh** [REDACTED]  
To: Filipe Senna <[filipe@firstbase.io](mailto:filipe@firstbase.io)>, Mark Milastsiv <[mark@firstbase.io](mailto:mark@firstbase.io)>

Fri, May 9, 2025 at 11:37 AM

Hi Filipe & Mark,

Good to hear from you both, still very interested in chatting. Filipe, I put some time in your calendar on Monday.

Looking forward to connecting and seeing how we can potentially work together.

Thank you,

Josh

**From:** Filipe Senna <filipe@firstbase.io>  
**Sent:** Friday, May 9, 2025 8:04 AM  
**To:** Mark Milastsivy <mark@firstbase.io>  
**Cc:** Diamond, Josh [REDACTED]  
**Subject:** [EXT] Re: Summit Partners Intro

Hey, Josh - it is nice to meet you.

Do you have a slot next week? Here is my calendar link, feel free to book a time directly there: <https://calendly.com/filipesenna/30min> [calendly.com]

Best,

On Thu, May 8, 2025 at 8:35 PM Mark Milastsivy <mark@firstbase.io> wrote:

Hey Josh — back in February wasn't the best time for us, but we're now working on something where Summit Partners could be a great fit. Adding Filipe, our COO, who oversees, among other things, the finance and product functions at Firstbase. I believe he's the right person for the call if you're still interested in chatting.

PS I met Olivia O'Hagan from Summit a couple of times, but it's been a while since then.

Founder & CEO, [Firstbase.io](https://firstbase.io) [firstbase.io]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

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**Filipe Senna** <filipe@firstbase.io>  
To: "Diamond, Josh" [REDACTED]  
Cc: Mark Milastsivy <mark@firstbase.io>

Fri, May 9, 2025 at 11:59 AM

Looking forward to it too!

[Quoted text hidden]

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**Diamond, Josh** [REDACTED]  
To: Filipe Senna <filipe@firstbase.io>

Mon, May 12, 2025 at 11:44 AM

Hi Filipe,

Unfortunately, an unforeseen conflict came up at 11am. Would you mind if we reschedule? I am free 2pm PT onwards today, tomorrow at 10am, or tomorrow from 12pm onwards.

Appreciate the flexibility, apologies for the inconvenience.

[Quoted text hidden]

[Quoted text hidden]

No problem, thanks for the heads up - feel free to use this link to schedule another slot: <https://calendly.com/filipesenna/30min>

Best,  
[Quoted text hidden]

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**Diamond, Josh** [REDACTED] Mon, May 12, 2025 at 12:38 PM  
To: Filipe Senna <filipe@firstbase.io>

Appreciate the understanding, I rescheduled us for Wednesday at 1:30pm.

Thank you,  
Josh

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**From:** Filipe Senna <filipe@firstbase.io>  
**Sent:** Monday, May 12, 2025 9:35 AM  
**To:** Diamond, Josh [REDACTED]  
**Subject:** Re: [EXT] Re: Summit Partners Intro

No problem, thanks for the heads up - feel free to use this link to schedule another slot: <https://calendly.com/filipesenna/30min> [[calendly.com](https://calendly.com)]

Best,  
[Quoted text hidden]  
[Quoted text hidden]

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**Filipe Senna** <filipe@firstbase.io> Wed, May 14, 2025 at 5:16 PM  
To: "Diamond, Josh" [REDACTED]  
Cc: Mark Milastsivy <mark@firstbase.io>

Hey, Josh - it was great meeting you today!

As promised, I've just sent over the NDA, and I'm happy to share more details with you once it is signed.

Best,  
[Quoted text hidden]

---

**Diamond, Josh** [REDACTED] Mon, May 19, 2025 at 1:04 PM  
To: Filipe Senna <filipe@firstbase.io>

Hi Filipe,

Good meeting you as well. Apologies for the delay, it has been busy on my end. The link had expire, would you mind resending it or just sharing the word doc so I can review / redline?

Thank you,  
Josh

---

**From:** Filipe Senna <[filipe@firstbase.io](mailto:filipe@firstbase.io)>  
**Sent:** Wednesday, May 14, 2025 2:17 PM  
**To:** Diamond, Josh [REDACTED]  
**Cc:** Mark Milastsivy <[mark@firstbase.io](mailto:mark@firstbase.io)>

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

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**Filipe Senna** <[filipe@firstbase.io](mailto:filipe@firstbase.io)>  
To: "Diamond, Josh" [REDACTED]

Mon, May 19, 2025 at 1:22 PM

Hey, Josh.

Sounds good, find it attached.

Best,

[Quoted text hidden]



**Firstbase \_ Summit partners.docx**  
10K